

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	06/30/1987		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo & Company		06/30/1987	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo & Company		
Street Address:	Sixth and Marquette		
Internal Address:	1700 Wells Fargo Center, MAC N9305-176		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1144595	WELLS FARGO EXPRESS BAG	
Registration Number:	1167626	WELLS FARGO	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-766-7000		
Email:	trademarkpls@faegre.com		
Correspondent Name:	Faegre & Benson LLP Attn: Kerry Thompson		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	11554-292844		

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NAME OF SUBMITTER:	Kerry R. Thompson, Paralegal
Signature:	/Kerry R. Thompson/
Date:	05/21/2009
<p>Total Attachments: 9</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page1.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page2.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page3.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page4.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page5.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page6.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page7.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page8.tif</p> <p>source=Wells Fargo & Company - California and Delaware Merger#page9.tif</p>	

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"WELLS FARGO & COMPANY", A CALIFORNIA CORPORATION,

WITH AND INTO "WELLS FARGO & COMPANY" UNDER THE NAME OF "WELLS FARGO & COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF JUNE, A.D. 1987, AT 11:45 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

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AUTHENTICATION: 8203729

DATE: 11-21-96

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 30, 1987, by and between Wells Fargo & Company, a California corporation ("Wells Fargo California"), and Wells Fargo & Company, a Delaware corporation ("Wells Fargo Delaware"; Wells Fargo California and Wells Fargo Delaware being referred to collectively hereinafter as the "Constituent Corporations");

W I T N E S S E T H:

WHEREAS, the authorized capital stock of Wells Fargo California consists of 10,000,000 shares of preferred stock without par value and 75,000,000 shares of common stock, \$5.00 par value, and the authorized capital stock of Wells Fargo Delaware consists of 25,000,000 shares of preferred stock, \$5.00 par value, and 150,000,000 shares of common stock, \$5.00 par value; and

WHEREAS, the directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that Wells Fargo California merge into Wells Fargo Delaware upon the terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, Wells Fargo California and Wells Fargo Delaware hereby agree as follows:

1. Terms and Conditions

a. Merger. Wells Fargo California shall be merged with and into Wells Fargo Delaware, and Wells Fargo Delaware shall be the surviving corporation (the "Surviving Corporation"), effective as of the close of business on the day this Merger Agreement or a certificate of merger is filed with the Secretary of State of Delaware (the "Effective Date").

b. Succession. On the Effective Date, Wells Fargo Delaware shall succeed to all the rights, privileges, powers and property, including without limitation all rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description, and assume all debts, liabilities and obligations of Wells Fargo California, as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

c. Conversion of Shares. Upon the Effective Date, by virtue of the merger and without any further action on the part of the Constituent Corporations or their shareholders:

(i) each share of common stock of Wells Fargo California, par value \$5.00 per share, issued and outstanding immediately

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prior thereto shall be changed and converted into one fully paid and nonassessable share of the common stock of Wells Fargo Delaware, par value \$5.00 per share;

(ii) each share of Series A and Series B of the Adjustable Rate Cumulative Preferred Stock, without par value, of Wells Fargo California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the corresponding series of the Adjustable Rate Cumulative Preferred Stock, par value \$5.00 per share, of Wells Fargo Delaware;

(iii) each share of Series I, Series II and Series III of the Market Auction Preferred Stock, without par value, of Wells Fargo California issued and outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of the corresponding series of the Market Auction Preferred Stock, par value \$5.00 per share, of Wells Fargo Delaware; and

(iv) each share of common stock of Wells Fargo Delaware, par value \$5.00 per share, issued and outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

d. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the common stock or preferred stock of Wells Fargo California shall be deemed for all purposes to evidence ownership of and represent the shares of Wells Fargo Delaware into which the shares of Wells Fargo California represented by such certificates have been converted as herein provided and shall be so registered on the books and records of Wells Fargo Delaware or its transfer agents. The registered owner of any such outstanding stock certificate, until such certificate shall have been surrendered for transfer or otherwise accounted for to Wells Fargo Delaware or its transfer agent, shall have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon the shares of Wells Fargo Delaware evidenced by, such outstanding certificate as above provided.

e. Options; Share Rights. Upon the Effective Date, Wells Fargo Delaware will assume and continue all of Wells Fargo California's stock option and incentive plans, including but not limited to its Equity Incentive Plan, Stock Option and Appreciation Plan, 1981 Restricted Share Rights Plan and Stock Option Plan, and the outstanding and unexercised portion of all options to buy common stock of Wells Fargo California and all share rights granted with respect thereto shall relate to the same number of shares of common stock of Wells Fargo Delaware with no other changes in the terms and conditions of such options and share rights, including without limitation holding periods and exercise prices. Effective upon the Effective Date, Wells Fargo Delaware hereby assumes the obligations of Wells Fargo

California with respect to the outstanding and unexercised portions of all such options and share rights.

f. Stock Purchase Plans. On the Effective Date, Wells Fargo Delaware will assume and continue all of Wells Fargo California's stock purchase and payroll based stock ownership plans, including without limitation the Employee Stock Purchase Plan, the Dividend Reinvestment and Stock Purchase Plan and the Employee Stock Ownership Plan, and any and all outstanding rights to purchase shares of Wells Fargo California's common stock shall become rights to purchase shares of Wells Fargo Delaware's common stock with no changes in the terms of such plans being required.

g. Convertible Notes. Upon the Effective Date, the conversion privilege under the 3 1/4% Convertible Capital Notes of Wells Fargo Bank, National Association, shall relate to one share of common stock of Wells Fargo Delaware for each share of Wells Fargo California's common stock to which such conversion privilege relates immediately before the Effective Date, such conversion privilege to be thereupon exercisable upon and otherwise subject to the same terms and conditions, including without limitation conversion price, which applied with respect to the conversion privilege immediately before the Effective Date.

h. Warrants. Each option to purchase shares of Wells Fargo California's common stock granted under the Warrants expiring November 1, 1988, to the extent unexercised immediately prior to the Effective Date, shall, by virtue of the merger and without any action on the part of the holder thereof, be converted into and become an option or right to acquire (and Wells Fargo Delaware hereby assumes the obligation to deliver) the same number of shares of Wells Fargo Delaware's common stock at the same price per share, and upon the same and terms and subject to the same conditions, applicable to said Warrants.

i. Reserves. The same number of shares of Wells Fargo Delaware's common stock shall be reserved for issuance on the Effective Date as is reserved for issuance by Wells Fargo California immediately prior to the Effective Date. The purposes for which such shares are to be reserved by Wells Fargo Delaware shall correspond to the purposes for which such shares are reserved by Wells Fargo California immediately prior to the Effective Date.

j. Employee Benefit Plans. Wells Fargo Delaware hereby assumes, as of the Effective Date, all obligations of Wells Fargo California under all employee benefit plans in effect immediately prior to the Effective Date with respect to which employee rights or accrued benefits are outstanding at such time.

k. Directors. The directors of Wells Fargo California immediately preceding the Effective Date shall become the directors of Wells Fargo Delaware on and after the Effective Date, to serve until the next annual meeting of the stockholders

and until their successors are elected and qualified. On the Effective Date the committees of the board of directors of Wells Fargo California in existence immediately prior to the Effective Date shall be reconstituted as the committees of the board of directors of Wells Fargo Delaware, with the same members, powers and authority.

1. Other. The officers of Wells Fargo California immediately preceding the Effective Date shall become the officers of Wells Fargo Delaware on and after the Effective Date, to serve at the pleasure of the Board of Directors.

2. Charter Documents

From and after the Effective Date, the Restated Certificate of Incorporation of Wells Fargo Delaware shall continue to be the Restated Certificate of Incorporation of Wells Fargo Delaware. The By-Laws of Wells Fargo Delaware in effect on the Effective Date shall continue to be the By-Laws of Wells Fargo Delaware without change or amendment until further amended in accordance with the provisions thereof and applicable law.

3. Miscellaneous

a. Further Assurances. From time to time, as and when required by Wells Fargo Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Wells Fargo California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in Wells Fargo Delaware the title and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Wells Fargo California and otherwise to carry out the purposes of this Agreement, and the officers and directors of Wells Fargo Delaware are fully authorized in the name and on behalf of Wells Fargo California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

b. Condition to Merger. The consummation of the merger contemplated hereby is subject to the adoption of this Agreement by and the approval of (i) the holders of a majority of the outstanding shares of Wells Fargo California's common stock, voting as a class; (ii) the holders of a majority of the outstanding shares of Wells Fargo California's preferred stock, voting as a class; and (iii) Wells Fargo California, as the sole stockholder of Wells Fargo Delaware.

c. Amendment. At any time before or after approval by the shareholders of Wells Fargo California or Wells Fargo Delaware, this Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of the shareholders of the Constituent Corporations as aforesaid) as may be determined in the judgment of the respective boards of

directors of Wells Fargo Delaware and Wells Fargo California to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Agreement.

d. Abandonment. At any time before the Effective Date, this Agreement may be terminated and the merger may be abandoned by the Board of Directors of either Wells Fargo California or Wells Fargo Delaware or both, notwithstanding the approval of this Agreement by the shareholders of the Constituent Corporations.

e. Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Wells Fargo California and Wells Fargo Delaware have caused this Agreement to be signed, sealed and attested by their respective officers thereunto duly authorized as of the day and year first above written.

WELLS FARGO & COMPANY
(a California corporation)

[Seal]

By Carl E. Reichardt
Carl E. Reichardt
Chairman of the Board

Attest:

Guy Rounsaville, Jr.
Guy Rounsaville, Jr.
Secretary

WELLS FARGO & COMPANY
(a Delaware corporation)

[Seal]

By Paul Hazen
Paul Hazen
President

Attest:

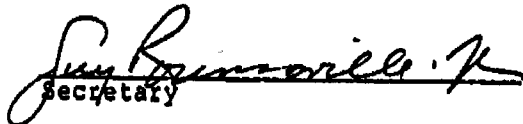
Guy Rounsaville, Jr.
Guy Rounsaville, Jr.
Secretary

1987 JUN 30

**CERTIFICATE OF THE SECRETARY
OF
WELLS FARGO & COMPANY,
a California corporation**

I, Guy Rounsaville, Jr., the Secretary of Wells Fargo & Company, a California corporation, hereby certify that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the corporation by the Chairman of the Board and Secretary under the corporate seal of said corporation, was duly approved and adopted at a meeting of the shareholders of Wells Fargo & Company held on April 21, 1987 by the holders of a majority of each class of the outstanding stock entitled to vote thereon.

WITNESS my hand and seal of said Wells Fargo & Company this 30th day of June, 1987.

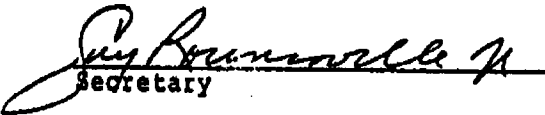

Secretary

(SEAL)

**CERTIFICATE OF THE SECRETARY
OF
WELLS FARGO & COMPANY,
a Delaware corporation**

I, Guy Rounsaville, Jr., the Secretary of Wells Fargo & Company, a Delaware corporation, hereby certify that the Agreement and Plan of Merger to which this Certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by written consent of the sole shareholder of Wells Fargo & Company on April 21, 1987.

WITNESS my hand and seal of said Wells Fargo & Company this 30th day of June, 1987.


Secretary

(SEAL)

Certificate of Agreement of Merger of the "WELLS FARGO & COMPANY", a corporation organized and existing under the laws of the State of California, merging with and into "WELLS FARGO & COMPANY", a corporation organized and existing under the laws of the State of Delaware, under the name of "WELLS FARGO & COMPANY", as received and filed in this office the thirtieth day of June, A.D. 1987, at 11:45 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Delaware.